

Oelwein

Teamsters #238 (Public Works)

7/1/2005 6/30/2008

CITY OF OELWEIN

Oelwein, Iowa

and

CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238

affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

July 1, 2005 - June 30, 2008

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AGREEMENT

This Agreement made and entered into by and between the City of Oelwein, Iowa, hereinafter referred to as the Employer, and Chauffeurs, Teamsters and Helpers Local No. 238, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the Union. The parties mutually agree as follows:

ARTICLE 1 -- COVERAGE

1.1 The Employer recognizes the Union as the exclusive collective bargaining representative of those classifications of employees as set forth by the Public Employee Relation Board ruling Case No. 461, as amended by Case No. 6232.

Included: all full time and regular part time employees of the City of Oelwein in the Utilities Department, Street Department, and Clerks.

Excluded: the Cemetery Sexton, Supervisors of the Street Department and Utilities Department, Clerk Typist and all persons excluded by Section 4 of the Act.

There shall be three (3) departments covered under this contract. They shall be referred to herein as the Street Department, the Utilities Department and the Clerical Department. The Street Department shall be comprised of one classification of worker referred to as Street Laborer. The Utilities Department shall be comprised of one classification of worker referred to as Operator. The Clerical shall be comprised of one classification of worker referred to as Clerk.

Employees may transfer between the Clerical, Street and Utility Departments in Accordance with the job bidding procedures as detailed in Article 9.

1.2 The purpose of the City and the Union in entering into this labor contract is to set forth their agreement on wages, rates of pay, hours of work, and other conditions of employment to achieve the highest level of employee performance consistent with safety, good health and sustained effort.

ARTICLE 2 – EMPLOYER RIGHTS

2.1 This Agreement shall not interfere with, modify, or limit the City in the service of its function of control and management of the City; direction of the working force remains an exclusive right of the City; and such powers and rights shall be exercised in accordance with this Agreement.

2.2 The rights to manage the City business and direct the working force includes, among other things, to select and hire new employees; to determine the number of employees needed at any time (the above are not grievable items) and to suspend or discharge for just cause; to determine and assign duties; to transfer or remove employees from duty because of lack of work or other reasons consistent with efficiency; to determine the type of machinery, methods, tools and processes to be utilized; to contract out the work required in its business so long as regular employees are not laid off; to maintain discipline and institute and enforce rules and regulations not inconsistent with the provisions of this Agreement and recognizing the employee's right to grievance with respect to any penalty invoked hereunder; to determine a fair day's work and to be the judge of qualifications of employees as determined by normal and accepted standards including practical tests (if payment of monies are involved, cost to be borne by the Employer) or required skills, work records, physical and mental examination (cost of which shall be borne by the Employer), employment application and to choose, control and direct the supervisory staff in connection with this bargaining unit.

2.3 It shall be necessary from time to time for the City to establish new departments or classifications or to group, modify or alter existing departments for classification. In this event, the City shall place the new modified classification in the proper labor grade based on required skill, ability, or other such appropriate criteria. The Union shall be notified of any such changes as soon as possible and in the event that the Union disagrees with the action taken by the City in this respect, the grievance procedure as set forth herein may be utilized.

ARTICLE 3 -- MAINTENANCE OF STANDARDS

3.1 The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

3.2 The term "employee" wherever used in this Agreement refers only to those employees included in the bargaining unit.

3.3 A supervisor shall not perform work of the type customarily performed by employees within the bargaining unit except as follows:

- a) In instruction or training of employees;
- b) In emergencies when employees are not immediately available;
- c) Duties of an experimental or tryout nature.

3.4 The City agrees to establish classifications which equitably reflect differences in levels of skill for jobs presently worked. These classifications are to be developed during the term of this Agreement and implemented in the course of negotiating for the next Agreement.

3.5 No waiver or variation of the terms of this Agreement shall be by agreement between any City representative and any individual employee or group of employees unless such agreement is with the full knowledge of, and sanctioned by, the City and the Union. Further any such waiver or variation of the terms of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

3.6 In the event both the City and the Union mutually agree in writing to amend or modify any terms or provisions of this Agreement, such amendments or modification in writing shall be subject to the approval of the Mayor and the Council and the Business Representatives of the Union and will not be effective until such approval is given. In the event of disapproval of the Mayor and Council or the Business Representative of the Union, said amendment or modification shall be null and void and of no force or effect.

3.7 The parties acknowledge that during the negotiations which resulted in this Agreement, the Union had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union, for the life of this Agreement, agrees that the Employer shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement recognizing the right of the parties to mutually agree to discuss any subject or matter not specifically referred to or covered by this Agreement. Matters involving disputes as to the application or interpretation of this Agreement shall be processed through the grievance procedure.

ARTICLE 4 -- LIMITATIONS

4.1 Should any portion of the Agreement during the life of the Agreement be rendered invalid by state or federal legislation, the remainder of the Agreement will remain in full force and effect for the life of this Agreement.

4.2 Special rules and limitations shall follow the State of Iowa Public Employment Relations Act, and rules and regulations promulgated thereunder.

4.3 Consideration given to 4.1 and 4.2, the provisions appearing herein represent the total Agreement between the parties.

ARTICLE 5 -- BULLETIN BOARDS

5.1 A bulletin board shall be provided at each building where employees work, where posting of the union meetings, social activities, and other such information may be displayed. No prior approval shall be necessary for the above items.

ARTICLE 6 -- SAFETY EQUIPMENT

6.1 Any safety equipment, clothing, or safety glasses required by the City, State or Federal Government shall be furnished by the Employer at no cost to the employee with the following exceptions and limitations:

- a) In the event prescription safety glasses are required by the above, the Employer shall be responsible for the cost of said glasses as related to the safety portion only. Employees who damage safety lenses on the job while following all safety precautions shall have replacement lenses paid for by the Employer. This provision does not pertain to contact lenses as they are not considered as safety glasses.
- b) The City shall be responsible for the cost of safety shoes/boots on the original and replacement basis. The quality and options of the shoes/boots shall be maintained or exceed those in effect as of the signing of this agreement.
- c) The City will provide an equipment check list for all equipment, including trucks.

6.2 City shall furnish appropriate rain gear, winter gloves, and overshoes for all full-time employees required to work outside in inclement weather.

6.3 All employees are responsible for making proper use of safety equipment. Failure to use safety equipment which results in injury or damage to equipment shall be cause for disciplinary action as specified in Article 14.3 of the grievance procedure.

ARTICLE 7 -- HIRING OF NEW EMPLOYEES

7.1 A new employee shall be considered a probationary employee until they have completed 120 calendar days. When an employee gets seniority in the above matter, their seniority will begin with their date of hire. During this probationary period, they may be terminated as exclusively determined by the City. There shall be no requirement of re-employment for this probationary employee nor shall they have recourse through grievance procedure. Probationary employees shall receive insurance coverage and paid holiday from the City after thirty (30) calendar days. Sick leave shall accumulate during the one hundred twenty (120) day period but the employee shall not receive sick pay until after completion of the probationary period, except other than such benefits are as provided by the Iowa Workmen's Compensation Law and Pension Plan. Casual days shall not apply to probationary employees.

7.2 Any employee who works less than twenty (20) hours per week or one hundred twenty (120) days per year shall be considered a temporary or part-time employee and will not be used to defeat full-time employees of their regular hourly work or overtime.

ARTICLE 8 -- SENIORITY

8.1 The policy of the City in regard to seniority shall reflect the principle of evaluating an employee based on his/her seniority, the accumulation of his/her job experience, job aptitude and record of conduct to the end that consideration will be given him/her towards promotion to better classifications and classifications or positions of higher skill. This policy shall apply when vacancies occur of new jobs, operations or departments are created and the more senior employee from the point of length of service shall be given preference, in accordance with job bidding, provided the employee has the necessary skill and ability to perform the work of the classification.

8.2 The term "seniority" means the employee's continuous service beginning with the last date of hire.

8.3 Seniority lists shall include all employees who have completed their probationary period and shall be updated in January and July of each year with a copy to the Union.

8.4 a) Any employee who has completed their probationary period with the City and is transferred in or out of the bargaining unit will maintain their seniority. In the event an employee is transferred into the bargaining unit for the first time from any other City department, they will retain their seniority from the date of hire for all fringe benefits but the seniority in the bargaining unit shall start from the first date of transfer into the bargaining unit.

b) No City employee shall enter a new department with any seniority pertaining to that new department, however new department employees shall still maintain and accumulate his/her City seniority. This applies also to department overtime call outs and vacation scheduling.

8.5 Seniority shall be broken for any one of the following reasons:

a) Voluntary quit.

b) Discharge for just cause.

c) Layoff for a period equal to the employee's seniority at the time of such layoff limited to a maximum of two (2) years.

- d) Absence due to physical disability for a period equal to the employee's seniority at the commencement of such disability limited to a maximum of two (2) years. However in the event that the absence is due to a compensable disability while in the employ of the City, the aforementioned maximum shall be increased if necessary to a period of thirty (30) days following the period used to calculate the statutory amount of compensation.
- e) Failure to return from a leave of absence on the expiration date of such leave.
- f) Absence of three (3) consecutive work days without notice to the personnel officer regardless of cause, unless the employee is incapacitated as supported by physician's report.
- g) Failure to report as available for work following lay off within three (3) working days after receipt of notification of recall by certified mail, return receipt requested, sent to the last reported address of the employee. This may be extended additionally by mutual agreement between the City and employee and Union.

8.6 Layoff: In the event of a layoff, the last person hired shall be the first laid off in their classification provided, however, if they possess the necessary skill and experience within another classification, they may exercise their seniority rights within the other classification. (Understanding: Seniority is determined by the total membership within the bargaining unit, therefore, if a man is laid off in the Utilities Department and a vacancy exists in the Street Department, they shall be called back upon the recall provision if they are qualified or can be trained. Employee must show within thirty (30) calendar days whether they can fulfill the basics of the position.)

8.7 Recall: Upon recall, the men/women will be returned to work in the reverse order of layoff. An employee on layoff shall be given five (5) working days notice of recall to the last known address with a copy to the Union. The employee must respond to such recall within three (3) days notice after receipt thereof and actually report to work within seven (7) calendar days of responding. Failure to notify or follow provisions of this Section will, on behalf of the employee, waive all rights to recall.

ARTICLE 9 -- JOB BIDDING

9.1 Promotions of employees into positions in a different classification or positions in higher labor grades, or positions in classifications of the same labor grades as qualified below, shall be accomplished in the following manner.

- a) When a permanent vacancy occurs due to the creation of a new classification or position within a classification, the termination of an employee, or the promotion of an employee to another classification or position the vacancy shall be posted on the City bulletin board as provided in Article 5 for a period of at least forty-eight (48) hours, and announcement of a decision will be made within one (1) week after the bid is closed.
- b) Any employee, who has completed their probationary employment, desiring to be considered for such promotion, shall sign their name to the bid and the senior employee who so qualifies, in accordance with the terms of the bid and the aforementioned stipulations of seniority. Article 8 shall be assigned to the vacancy as soon as possible. The name of the unsuccessful bidder shall at this time be struck from the bid and shall have no further effect.
- c) An employee obtaining a position in an equal classification through this procedure shall not be allowed to again exercise this bidding prerogative for a period of three (3) months.
- d) An employee who is accepted as the successful bidder on a classification and who within thirty (30) days fails to perform the duties in a satisfactory manner, or requests to return to his/her former position, shall be returned to the position from which he/she was transferred in accordance with his/her seniority.
- e) In the event of (d) above, the bid which the disqualified employee failed to fulfill shall be canceled and will again be posted by the City. Any successive bid, which resulted from the original transfer of the aforementioned disqualified employee shall be transferred back to his/her previous classification and position in accordance with their seniority.

ARTICLE 10 -- JOB TRANSFER

10.1 Temporary transfer of employees to classification may be made by the City for a period not to exceed thirty (30) calendar days. Transfers are for normal working hours only. When there is a need for overtime to be worked, employees shall be called for the overtime per Article 15.3, Paragraph 4 as long as the employee possesses the ability and knowledge to perform the duties required by the overtime situation. In the event that classification requires the assignment of an employee after thirty (30) calendar days, or such longer period as mutually agreed between the City and Union, the vacancy shall be posted for bid in accordance with Article 9, or at an earlier date, if it is determined that the opening is of a permanent nature. An employee temporarily transferred or permanently promoted to a classification in a higher labor grade shall:

- 1) Upon transfer be increased to at least the minimum of the rate of the new classification or;
- 2) Retain the rate of classification from which transferred, whichever is greater.
- 3) An employee permanently demoted shall upon transfer be decreased to the maximum rate of new classification or request and be granted a layoff.

10.2 Employees who are elected or appointed to full time positions with the Local Union, upon written notice, shall be granted a leave of absence, without pay, not to exceed the life of this Agreement, and upon fifteen (15) days written notice of their desire to again return to work for the City of Oelwein, Iowa, shall be placed upon their jobs previously held with the same seniority held when they assumed said position, provided they return within fifteen (15) days from the date their full time position with the Union terminates. Union officers shall be given time off without pay to attend regular union meetings and conventions after giving the Employer three (3) days written notice.

ARTICLE 11 -- DISCRIMINATION

11.1 Employer shall not discriminate against any employee or applicant because of race, sex, color, age, creed, religion, nationality, membership in the Union, or handicapped.

11.2 After handicapped individual is employed, the Employer shall not be required under the Iowa Code to promote or transfer such handicapped person to another job or occupation unless prior to such transfer such handicapped person by training or experience is qualified for such job or occupation.

ARTICLE 12 -- UNION STEWARDS

12.1 The Employer recognizes the right of the Union to designate one (1) steward and one (1) alternate steward whose duties are set forth in the grievance procedure and this Article. Such designation shall be made in writing. Any changes shall be promptly reported by Union to the Employer. Union Steward shall be granted time off with pay during working hours to conduct union business that they are required to attend to. However, the steward shall notify their department head prior to leaving their work place for the purpose of investigating or presenting grievances.

12.2 The authority of the steward and alternate so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

- a) The investigation and presentation of grievances to the Employer's designated representative in accordance with the provisions set forth in the grievance procedure.
- b) The transmission of such messages and information which shall originate with, and are authorized by the Local Union, or its officers, provided such messages and information:
 - 1) have been reduced to writing, or
 - 2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interferences with the Employer's business.

12.3 Stewards and alternates and employees have no authority to take strike

action, or any other action interrupting the Employer's business.

12.4 The Employer recognizes these limitations upon the authority of stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitation shall have the authority to impose proper discipline, including discharge, in the event the steward or alternate and employees have taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement.

12.5 Unless otherwise specified herein, the appropriate representative of the City shall be the City Administrator, his deputy or appointee, who shall act as personnel officer, and who shall have authority to enforce and interpret this Agreement as the sole representative of the City.

ARTICLE 13 -- CHECK OFF

13.1 The Employer agrees to deduct union dues, fees, contributions and any fines or assessments from the wages of any employee covered by this Agreement, provided the Employer has first been presented with an individual written order, therefore, signed by the employee, all in the manner set forth in Section 20.9, Code of Iowa, 1975, which written order shall be renewed from year to year, and for succeeding collective bargaining agreements unless the undersigned shall give a thirty (30) day written notice to the Employer of cancellation.

13.2 The Union agrees to indemnify and save the City harmless against any and all claims, suits, or other forms of liability arising out of the deduction of money, for Union dues from any employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Secretary-Treasurer of Teamsters Union Local No. 238. Initiation fee, dues, etc. shall be deducted the first pay day of each month, and remitted five (5) days thereafter.

ARTICLE 14 -- GRIEVANCE PROCEDURE

14.1 The City and the Union agree that the grievance and arbitration procedures provided herein shall be the sole and exclusive means of resolving all grievances arising under this Agreement. Accordingly, neither the Union nor the employees in the bargaining unit will instigate, promote, sponsor, engage in, or condone any strike, slow down, concerted work stoppage, or any other intentional interruption of the work of the City. In the event that any employee, or group of employees covered by this Agreement, shall during its term participate or engage in any of the activities herein prohibited, the Union agrees, immediately upon notification to the Business Representative by the City, to direct such employee or group of employees to cease such activities and resume work at once. In the event the employee or employees do not immediately return to work, the City may discipline to the extent of discharge of such employee or employees. In the event of such strike, slowdown, concerted work stoppage, or any other intentional interruption, the Union agrees that the Local Business Agent of the Union shall make a written statement to the effect that the action is illegal, and that the Union or its members have no right to the action, with a copy to the City.

14.2 A grievance is defined as any dispute arising between the parties as to the application, or interpretation of or compliance with the express terms of this Agreement. The City and the Union agree that every effort should be made to settle such grievance promptly in the lowest step possible as outlined in the following manner.

Step 1. In the event an employee has a grievance as spelled out in Paragraph 1 of this section, they shall within five (5) calendar days from the date of incident creating the alleged grievance, accompanied by his/her steward or alternate, first seek to adjust and settle the grievance with the appropriate supervisor. The supervisor shall give their oral answer within five (5) working days.

Step 2. If the grievance is not settled to the satisfaction of the employee and the Union Representative in Step 1, then the matter shall be reduced to writing on a grievance form, provided by the Union, signed by the aggrieved, and presented to the supervisor by the steward or alternate within five (5) working days after the supervisor gives their verbal answer. The City shall make an investigation of any matter referred to it under this section, and meet the appropriate steward or alternate and the party filing the grievance within five (5) working days of receipt of such written notice. The City shall answer the grievance in writing within five (5) working days after the meeting.

Step 3. If the grievance is not settled in Step 2, the written grievance may be presented to the City administrator within two (2) working days after the supervisor gives their written answer. The Shop Steward and the Business Representative, or their designated representative, shall meet with the City Administrator within ten (10) working days after the grievance is received by the City Administrator at a time and place mutually agreed by the parties. The Union may, in this Step 3, request the presence of the bargaining unit employee who previously took part in the case and such request shall be considered by the City. The City shall give its written answer to the grievance within five (5) working days from the conclusion of the meeting.

- Step 4.
- a) If the grievance has not been settled in Step 3, the matter may be referred to arbitration by notification writing to the City Clerk by certified mail not later than five (5) working days from the receipt of the City's Step 3 answer. If a grievance is not presented within the specified time limits, it shall be considered waived. If a grievance is not appealed to the next step within the specific time limits, it shall be considered settled on the basis of the Employer's last answer. A grievance not timely answered by the Employer may automatically be referred to the next highest step unless withdrawn by the Union.
 - b) The arbitrator shall be agreed upon by the City and the Union. Failure to agree on an arbitrator within ten (10) working days following notice of appeal to arbitration, either party may request the Federal Mediation and Conciliation Service to name five (5) arbitrators. From this list the Union shall first strike the names of two (2). The City shall then strike the names of two (2). The person whose name remains on the list shall be the designated arbitrator and their decision shall be final and binding upon both parties.
 - c) The arbitrator's decision must be based upon the interpretation of the provision of this Agreement and they shall have no power to add to, take from, amend, modify, or alter this Agreement.
 - d) It is agreed that the arbitrator can act only on one grievance at one time and they shall not be grouped or combined, unless mutually agreed to by both parties. Each party shall bear the expenses of preparing and presenting its case in arbitration. The cost of the impartial arbitrator and any other expenses mutually incurred shall be borne equally by the parties hereto.

14.3 No warning notice need be given to an employee before they are discharged if the proved cause of such discharge is refusal to perform duties assigned to them; dishonesty; drinking of intoxicating liquor or the use of illegal drugs during working hours; reporting to work while under the influence of intoxicating liquor, or illegal drugs, recklessness resulting in an accident while on duty; carrying unauthorized passengers; willful damage of property; falsification of employment application, time cards or other records; sabotage; theft; insubordination; and violation of any of the acts prohibited herein.

ARTICLE 15 -- WORK WEEK

15.1 The work schedule shall be determined by the head of the department in relation to work load and the need of each individual employee's services. The work week is generally recognized as Monday through Friday inclusive.

15.2 The normal working hours for Street and Utility Departments are 7:00 A.M. to 3:30 P.M. with one-half (1/2) hour for a lunch period between the fourth and sixth hour and two (2) fifteen (15) minute break periods.

The normal working hours for the Clerks are 8:00 A.M. to 5:00 P.M. with one (1) hour for a lunch period between the third and fifth hour and two (2) fifteen (15) minute break periods.

The City may change regular hours to meet unanticipated circumstances with one (1) week's notice. Excessive changing of regular hours shall be subject to grievance procedure.

15.3 The Employer agrees that compensatory time per Article 19.2 or time and one-half (1 1/2) shall be paid for all time worked in excess of eight (8) hours per day and forty (40) hours per week. Time and one-half (1 1/2) shall be paid for Holidays, Saturdays and Sundays except when the latter two are part of the employees scheduled work week (I.E. Utility Department employees).

Employees within the Utility Department may trade weekend duty if written notification is given to the Department Head in advance.

Employees may take off a day of their choosing during the week prior to their scheduled weekend of work.

When there is a need for overtime to be worked, employees assigned to the Department requiring the overtime shall be called first. Street Department employees will be called in by rotation whenever the Street Superintendent is available. During any off-duty hours he is not available the dispatcher on duty will call-in employees by seniority. Employees working continuous beyond the regular scheduled work day will be selected by rotation. Utility Department employees shall be called in order of the posted call-out lists. After Department employees are called, employees from other departments will be called by City seniority provided the employee possesses the ability and knowledge to perform the duties required by the overtime situation. Clerical employees will not be called for Utility and Street work. Utility and Street employees will not be called for clerical work.

15.4 Call outs shall be paid at the time and one-half rate for not less than two (2) hours pay. Call outs less than two hours prior to the start of the work day shall be paid time and one-half up to the start of the regular work day (also, see Holidays). In the event the employees are sent home for reasons beyond their control they shall be paid not less than two hours pay.

15.5 Temporary or part-time employees shall not be called in unless regular employees are unavailable as in Article 7.2.

15.6 Any employee required by the Employer to be on call on weekends or holidays shall be paid no less than six (6) hours per day at the rate of straight time hourly rate for being on call duty (or pay as per Article 15.3, whichever is greater).

15.7 Any employee required to work during their one-half (1/2) hour lunch period shall receive compensation at time and one-half (1 1/2) the regular rate of pay. Employer hereby agrees to relieve employee in an area which must be worked during the lunch period or pay as specified herein.

15.8 Time shall be computed from the time the employee checks in until the released from duty excluding one (1) lunch period, unless worked. There shall be no split shifts.

ARTICLE 16 -- CASUAL DAYS

16.1 There shall be three (3) casual days to be taken at any time with the following limitations:

- a) A written notice three (3) days in advance be given to the head of the department.
- b) No more than one (1) employee per department may be off on a casual day on the same day unless approved by their Department Head.
- c) Pay for this day will be earned at the regular rate of pay.
- d) No casual days may be taken during the probationary period.
- e) During the first year of employment the new employee may take no more than one (1) casual day per quarter.

ARTICLE 17 -- WAGE SCHEDULE AND JOB CLASSIFICATION

17.1 Rates of pay for job classification are as listed on Exhibit A attached to this Agreement and by reference shall become a part of this Agreement.

17.2 Union agrees employees may be shifted from one classification to another, however, in the event of temporary shift from one classification to another, the Employer agrees that no employee wages or hours shall be reduced as a result of reclassification excluding as provided specifically herein. In the event of objection by an employee as to any reclassification, such objection shall be handled as a grievance in manner provided for in this Agreement.

17.3 Employer agrees that the hourly rate of no regular employee shall be reduced during the contract, except as provided in this Agreement nor, as a disciplinary measure, nor shall such employee be reclassified for the purpose of defeating this Agreement, but the City shall have the right to reclassify any employee by reason of physical or mental disability resulting in inability to perform assigned duties, except where an employee is substituting at a higher classification or a reasonable operation and then returns to regular classification.

17.4 If an employee substitutes in a higher classification for one (1) hour or more, they shall receive the higher rate of pay for all time spent in that classification.

ARTICLE 18 -- LONGEVITY PAY

18.1 In addition to the wages for all employees under the terms of this Agreement as stated herein, each employee shall be paid longevity as follows:

JULY 1, 2005 THROUGH JUNE 30, 2008

After three (3) years of service	\$ 49.90 per month
After five (5) years of service	\$ 60.98 per month
After ten (10) years of service	\$ 72.07 per month
After fifteen (15) years of service	\$ 83.16 per month
After twenty (20) years of service	\$ 94.25 per month
After twenty-five (25) years of service	\$ 105.33 per month
After thirty (30) years of service	\$ 116.42 per month

18.2 Said longevity pay is in addition to the employees regular wages and will be effective and paid the first pay period following entitlement based on the employee's individual anniversary date of employment.

ARTICLE 19 -- HOLIDAYS

19.1 The following ten (10) holidays shall be observed by full-time employees:

Employee's Birthday	Veteran's Day
New Year's Day	Thanksgiving
Memorial Day (as observed by the Federal Govt.)	Day after Thanksgiving
July Fourth	December 24
Labor Day	Christmas

Holidays falling on Saturday will be observed on Friday. Holidays falling on Sunday will be observed on Monday.

19.2 When an employee works on a holiday the employee shall have compensatory time off at time and one half (1 1/2) the hours worked or shall be paid time and one half (1 1/2) the hours worked at the employees option.

Compensatory time off will be granted at the time selected by the employee, so long as it does not conflict with the operation of the Employer. It is the policy of the Employer to require that compensatory time be used as soon as reasonably possible after it is earned. Generally this shall mean it will be used within six (6) months of its accrual. Any time not used within six (6) months of its accrual shall be paid on the employee's next paycheck.

19.3 In order to qualify for pay for holiday not worked, regular employees must work the regularly scheduled work day immediately preceding and following the holidays, except in cases of illness as verified by a doctor's certificate or unless the absence is mutually agreed to in writing.

19.4 In the event a holiday falls within an employee's vacation period, they shall be granted an additional days vacation or be paid an additional eight (8) hours at their regular rate of pay in lieu thereof at the option of the employee.

19.5 No holiday pay shall be allowed if the holiday occurs during an employee's lay off or during a leave of absence or sick leave of more than ninety (90) days of job related injury or more than twelve (12) months.

19.6 If a holiday falls on a Monday, Tuesday or Wednesday, the Utility employees scheduled to work the preceding weekend shall work said holiday. If a holiday falls on Thursday or Friday, the Utility employees scheduled to work the following weekend will work said holiday. These employees shall be paid as on a call-out basis.

ARTICLE 20 -- VACATIONS

20.1 Vacations shall be earned in the following manner:

a) Employees who have completed one (1) year of service from their anniversary date shall receive one (1) week vacation at forty (40) hours regular pay. Employees who have completed two (2) years service from their anniversary date shall receive two (2) weeks vacation at eighty (80) hours regular pay. Employees who have completed seven (7) years of service from their anniversary date shall receive three (3) weeks vacation at one hundred twenty (120) hours regular pay. Employees who have completed sixteen (16) years of service from their anniversary date shall receive four (4) weeks at one hundred sixty (160) hours regular pay. Employees who have completed twenty (20) years of service from their anniversary date shall receive five (5) weeks vacation at two hundred (200) hours regular pay. After the twenty-first year of employment from their anniversary date, they will receive one (1) additional day eight (8) hours at regular pay for each year worked beyond twenty-one (21) years from their original anniversary date.

20.2 Regular straight time hourly rate for the purpose of determining the amount of vacation pay means the regular rate at time of taking the vacation.

20.3 All vacations earned must be taken each year by the employee and no employee shall be entitled to vacation pay in lieu of vacation.

20.4 The employee shall set the employee's vacation date by April 1st of calendar year when the vacation is to be taken. The initial selection shall be based on an employee's Departmental seniority. Vacation dates may be changed after April 1st, but only if the new date does not conflict with another employee's selected vacation dates.

Employees transferred to another department cannot bump an employee in that department who has already bid his vacation out of his vacation bid for that year.

ARTICLE 21 -- FUNERAL LEAVE

21.1 Up to three (3) days funeral leave with pay will be granted during the scheduled work day running through the day following the day of the funeral for: parents, stepmother, stepfather, stepchild, spouse, children, father-in-law, mother-in-law, sister-in-law, brother-in-law, brothers, sisters, grandparents and grandchild and grandparents of spouse. Funeral leave without pay with approval for any friend or relative not mentioned above.

The compensable days must fall within the employee's regularly scheduled work week. Pay for funeral leave shall be at eight (8) hours for each day at the straight time hourly rate. Funeral leave is not compensable when the employee is on a leave of absence, vacation or bona fide lay off.

21.2 Employer agrees to grant additional days without pay for any of the aforementioned deaths, when the funeral is held outside of the State of Iowa, to a maximum of five (5) days total leave for funeral for any one funeral attended.

21.3 Any employee may use a maximum of one (1) day with pay funeral leave for the purpose of serving as pallbearer not in connection with any of the above.

21.4 During the first 120 calendar days of employment employees will not receive funeral leave pay, however, they will be granted time off without pay providing Article 21.1 provisions are met.

ARTICLE 22 -- JURY DUTY

22.1 The Employer will pay the difference in jury duty or witness fee and a regular eight (8) hour day's earnings. A certificate from the Clerk of Court showing dates of service and earnings while on the jury or in answer to a subpoena, must be submitted to the Department Head upon returning to work. The employees must promptly present themselves available for work on any day excused from service if they can complete two (2) hours of work.

ARTICLE 23 -- UNIFORMS

23.1 Upon completion of the probationary period, the City will supply five (5) uniform shirts, five (5) uniform pants, coveralls and one (1) jacket for each employee except Clerks. The City further agrees to replace such uniforms as they become worn, so long as the uniform is shown to the Department Head. At such time the Department Head shall issue a purchase order for the new garment to be purchased from a designated dealer. Upon receipt of the new uniform the Department Head shall trade it for the worn uniform.

Employee shall maintain said uniforms in a clean and presentable manner and attach patches furnished by the City to the shirts, jacket or coverall in a manner that will identify the wearer as an employee of the City. All uniforms are to remain the property of the City and shall be returned to the City when the employee's employment is terminated.

23.2 Any employee caught out of uniform without ~~this~~ Department Head's permission will be subject to disciplinary action as pertains to Article 14.3 of the Grievance Procedure.

ARTICLE 24 -- BONDS

24.1 Should the Employer require any employee to give a bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

ARTICLE 25 -- LEAVE OF ABSENCE

25.1 Leave without pay may be authorized up to, but not exceeding ninety (90) consecutive calendar days by the City Administrator.

ARTICLE 26 -- SICK LEAVE

26.1 Sick leave shall be earned at the rate of one and one-half (1 1/2) days per month at the employee's regular rate of pay. Eighteen (18) days per year accumulated to one hundred and twenty-six (126) days to be used for proven sick leave only.

26.2 Sick leave shall be taken on less than full day for such instances as doctor's appointments. No sick leave may be taken in time less than one-half (1/2) hour of a day. Employees will be called for overtime regardless of sick leave status except when the employee has been certified off in writing through a specified date by a medical doctor. (This shall not preclude Article 26.4)

26.3 An employee may use up to 32 hours sick leave in contract year to arrange for the needs of a member of his or her immediate household, parents, step-parents, children, step-children or grandchildren suffering from an illness or injury which requires the employees presence.

26.4 After two (2) consecutive days absence using sick leave, the Employer reserves the right to require a physician's signature when the employee returns to work. In addition, the City may require a doctor's slip for using sick leave if there is a substantial pattern of abuse of one (1) day sick leave absences.

26.5 An employee who has used no sick leave for six months between January 1 and June 30 and/or between July 1 and December 31 shall be granted one (1) additional casual day off in the following six (6) months.

ARTICLE 27 -- INSURANCE

27.1 The Employer agrees to maintain the present group life, health and accident insurance for all regular employees covered by this Agreement and shall pay the entire cost of such coverage for the employee. Employees wishing to have dependent coverage will pay \$20.00 per month toward dependent coverage with the City paying the balance. In the third year the employee will pay \$30 for family premium.

The City and Union agree to participate in a Labor/Management Committee to investigate the possibilities of other more cost effective insurance coverage for the benefit of all parties.

Effective July 1, 2005 the insurance coverage shall be as follows:

Deductibles \$200-\$400

Out of Pocket Max \$400-\$800

Family Employee Contribution \$20

The drug card co-pay is not included in the deductibles nor out-of-pocket expenses funded

through a third party insurer.

Effective July 1, 2006

Deductibles \$250-\$500

Out of Pocket Max \$500-\$1000

Family Employee Contribution \$20

The drug card co-pay is not included in the deductibles nor out-of-pocket expenses funded through a third party insurer.

Effective July 1, 2007

Deductibles \$250-\$500

Out of Pocket Max \$750-\$1500

Family Employee Contribution \$30

The drug card co-pay is not included in the deductibles nor out-of-pocket expenses funded through a third party insurer.

ARTICLE 28 -- PENSION PLAN

28.1 Employer agrees to maintain the Iowa Public Employees Retirement System and to facilitate payroll deduction for such purpose.

ARTICLE 29 -- WORKMEN'S COMPENSATION

29.1 Any employee who has been injured on the job shall not be required to use their sick leave while on Workmen's Compensation. The total amount of Workmen's Compensation income and the City's participation shall not exceed full time pay.

ARTICLE 30 -- MISCELLANEOUS

30.1 Personnel Records -- Personnel records shall be maintained by the office of the City Clerk on each employee. A report of the employee's sick leave and vacation standing shall be made to them two (2) times a year. All step increases shall be based on longevity and raises shall be recorded as to their effective date with hourly rate calculated and recorded in the employee's personnel file.

30.2 Separation Benefits -- Shall mean any vacation or holiday at time of resignation.

30.3 Final check shall be issued no later than the next regular pay day following separation.

30.4 City will keep the employees and the Union posted as to any personnel policy changes of which may be subject to the grievance procedure.

30.5 Job Requirement -- Must be neat and of good character.

30.6 All employees must list a phone number where they can be reached with their department head.

30.7 All employees, if required to take a physical by the City, will be paid by the City and will become part of their personal records.

30.8 All employees required by the City to possess a Commercial Drivers License (CDL) will be reimbursed by the City for the difference in cost between that license and a regular automobile license.

30.9 Suspension orders shall be issued in writing by the Department Head with copies to the City Administrator and the Union, and filed into the personnel file of that individual.

30.10 Any employee requiring schooling for maintenance and operation of heavy equipment and/or other schooling shall be paid for time spent, tuition and travel expenses, if initiated by the City and approved by the Department Head.

30.11 The Employer will reimburse certified water and wastewater employees for reasonable out of pocket expenses incurred in maintaining all existing State water treatment and distribution and wastewater treatment and collection licenses that the employee acquires. All employees will secure written approval from the City Administrator prior to pursuing any courses, training, grade upgrading, or other education which might qualify for funding. Failure to secure written approval in advance will result in denial of reimbursement.

30.12 The Employer will reimburse employees for tuition and mileage incurred in attending classes for a higher rating, after the Employee completes such course and receives the higher certificate, to a maximum of \$300.00, and may also reimburse the employee for time spent. Reimbursement for such time will only be made upon prior approval by the Employer before the employee commences school.

- a) The city will mandate what licenses and grade levels employees will be required to carry with the higher grade license determining wage level.
- b) All Operators will get Grade II pay if they achieve the higher license.
- c) The City though must establish the number of positions for Grade III and Grade IV and people can bid by seniority if qualified for Grade III or IV positions.
- d) The City shall pay for any schooling the City sends the employee to attend.

The City may pay for schooling beneficial to both the employee and City. This is subject to the provision that the City approve the course of study in advance and the employee pass the course and any final tests associated with it.

ARTICLE 31 -- TERM OF AGREEMENT

31.1 This Agreement shall be in full force and effect from July 1, 2005, to and including June 30, 2008 and shall continue in full force and effect from year to year thereafter unless written notice of desire to change or modify is served by either party at least one hundred eighty (180) days prior to the date of expiration.

APPENDIX A
CLASSIFICATION AND WAGES

JULY 1, 2005 THROUGH JUNE 30, 2006					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	Start	6 Months	12 Months	18 Months	24 Months
STREET LABORER	11.88	13.20	13.66	14.69	
LABORER	11.88	13.20	13.66	14.69	
GRADE I	12.92	13.45	13.89	14.94	
GRADE II	13.12	13.65	14.09	15.17	
GRADE III	13.64	14.05	14.54	15.37	
GRADE IV*	n/a	n/a	n/a	n/a	
CLERK	9.48**	10.35	10.87	11.65	12.58

JULY 1, 2006 THROUGH JUNE 30, 2007					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	Start	6 Months	12 Months	18 Months	24 Months
STREET LABORER	12.33	13.70	14.17	15.24	
LABORER	12.33	13.70	14.17	15.24	
GRADE I	13.40	13.95	14.41	15.50	
GRADE II	13.61	14.16	14.62	15.74	
GRADE III	14.15	14.58	15.09	15.95	
GRADE IV*	14.65	15.08	15.59	16.49	
CLERK	9.84	10.74	11.28	12.09	13.05

JULY 1, 2007 THROUGH JUNE 30, 2008					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	Start	6 Months	12 Months	18 Months	24 Months
STREET LABORER	12.82	14.25	14.74	15.85	
LABORER	12.82	14.25	14.74	15.85	
GRADE I	13.94	14.51	14.99	16.12	
GRADE II	14.15	14.73	15.20	16.37	
GRADE III	14.72	15.16	15.69	16.59	
GRADE IV*	15.24	15.68	16.21	17.11	
CLERK	10.23	11.17	11.73	12.57	13.57

*To be implemented upon substantial completion of the new waste treatment facility.

2005-2006 2006-2007 2007-2008

Summer help will be paid at the rate of	\$7.26	\$7.53	\$7.83
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In cases where the City shall choose to establish the Leadman position, an additional rate of pay shall be established at \$0.52 per hour for hours worked in their bid position plus holidays, casual days, vacation days and sick days but not while performing work out of their classification (i.e. snow removal)..

It is agreed that in the event of any action imposed upon the Employer by the State of Iowa relating to a freeze on spending or on taxation shall, unless waived by the City be cause for reopening negotiations of this Agreement in order to maintain a balanced budget of the City with reduction of operating expenses as the goal of both the Employer and the Union.

Signed this 12th day of July, 2005.

Chauffeurs, Teamsters and Helpers
Local No. 238, affiliated with the
International Brotherhood of Teamsters

Dary Rankin
Secretary/Treasurer

James Tweake
Business Representative

City of Oelwein, Iowa

Ray A. Z
Mayor, City of Oelwein, IA

Thurmond
City Administrator

CITY OF OELWEIN

Oelwein, Iowa
and

CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LETTER OF UNDERSTANDING

between


TEAMSTERS LOCAL 238

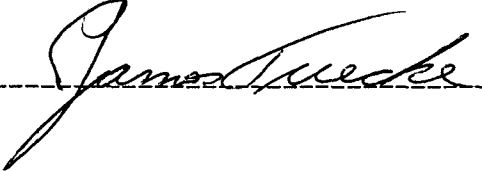
and

CITY OF OELWEIN

Bargaining unit employees of the City of Oelwein may participate in the ICMA Retirement Corporation Plan.

Teamsters Local 238





City of Oelwein

